

CONTEMPORARY CONTROLS

February 26, 2002

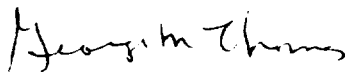
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U.S. Environmental Protection Agency
Carol Ropski
Emergency Enforcement & Support Section, SE-5J
77 West Jackson Boulevard
Chicago, IL 60604-3590

Dear Ms. Ropski:

The attached document is a reply pursuant to a request for information made by the United States Environmental Protection Agency to Contemporary Control Systems, Inc., in a letter dated January 30, 2002. This document lists point by point each item of information as requested in the document labeled "Attachment B, Requests" included with the EPA letter. The information included in this reply is accurate to the best available documentation and recollection of all persons contacted for such information as requested at the time of inquiry.

Sincerely yours,



George M. Thomas
President

cc: Tom Sisul

INFORMATION REQUEST

1. Persons Contacted:
 - Liz Baker—solder reclamation, Alpha Fry Group
 - Bill Werve—Technimark, Inc.
 - Neil Maloney—Manufacturing Engineer, Contemporary Control Systems, Inc
2. Documents consulted:
 - Metal Receiving Report—Alpha Fry Group
 - Service contract—Browning Ferris Industries, Inc
 - Physical layout diagram for 2512 Wisconsin Ave, Downers Grove location
 - Physical layout diagram for 2431 Curtiss St, Downers Grove location
 - Property lease for 2512 Wisconsin Ave, Downers Grove location
 - Property lease for 2431 Curtiss St, Downers Grove location
 - Illinois EPA request for information dated October 3, 2001
3. Additional knowledgeable parties:
 - Ned Lopata—representing landlord of 2431 Curtiss St, Downers Grove, IL facility
 - Park Investors Ventures I—landlord of 2512 Wisconsin, Downers Grove, IL facility
4. Persons at CCSI who are knowledgeable in the generation, transportation, storage, use, handling, treatment and disposal of material at CCSI which may be deemed hazardous by the EPA:
 - John Magagnini—Production Supervisor
 - Neil Maloney—Manufacturing Engineer
 - Harry Thomas—Purchasing/ Building Maintenance
 - Van Tran—Production Machine Operator
 - Javier Garza—Shipping and Receiving Clerk
5. To the best of our knowledge and recollection, CCSI has never used any solvents containing trichloroethylene or tetrachloroethylene in any manufacturing process. Since its incorporation in 1992, CCSI has not used any chlorine-based solvents for cleaning, degreasing or any other known purpose in its manufacturing process. The only material used by CCSI that is included in the EPA list of hazardous substances is the amount of lead contained in the bar solder and solder paste used in CCSI's ongoing printed wiring board assembly process. The composition of this material is 63% tin and 37% lead in solid form and is purchased from Technimark, Inc. of Cary, IL. This solder is used in a "no clean" production process, and is transported, stored, used and disposed of in a manner consistent with EPA guidelines.
6. Activities on Site
Contemporary Control Systems, Inc. assembles printed circuit boards and mounts them into enclosures using state-of-the-art, environmentally responsible manufacturing methods. CCSI's use of materials deemed hazardous by the EPA is limited to the use of 63/37

tin/lead solder and alcohol based and /or water based fluxes. CCSI uses EPA approved methods for procurement, handling, storage, use, reclamation and disposal of these items.

7. Dates of Operation

CCSI's operation has leased two locations in Downers Grove, IL since its organization in December of 1992. The first facility, located at 2512 Wisconsin Ave. was occupied from December 1992, until November 1998, when the company moved to its current location at 2431 Curtiss St. At the time of CCSI's tenancy, the 2512 Wisconsin Ave facility was leased from Park Invertors Venture I. The facility located at 2431 Curtiss St. is leased from Spruce Building, LLC. Enclosed is a copy of the lease for the facility located at 2431 Curtiss St. We are unable to locate a copy of the lease for the old facility located at 2512 Wisconsin Ave., but we are enclosing a copy of an estoppel letter which describes the terms of the lease for the facility.

8. Facility Descriptions

CCSI 's current facilities are located in a multi-unit building located at 2431 Curtiss St, Downers Grove, Illinois. CCSI occupies only a portion of this structure, sharing it with other businesses. The only utilities brought in underground to the CCSI facility are water and sewer, and these services are delivered to the CCSI facility by the Village of Downers Grove Department of Public Works and are the responsibility of the landlord. All electric and telephone utilities are connected via overhead cable. To the extent of our knowledge there are no ground water wells, septic tanks, septic fields or similar devices present at the CCSI facility. Storm water drainage is accomplished through a system of storm water drainpipes connecting the building roof to a private retention field located at the north end of the building. All floor drains in the CCSI Downers Grove, IL facility are sealed at floor level.

9. Waste Management units

The CCSI facility has two separate waste management systems. A system is in place for the disposal of non-hazardous waste such as office and lunchroom trash, plus excess packing and shipping materials. These items are placed into a controlled dumpster located behind the CCSI facility, to await pickup by Browning Ferris Industries, Inc, a commercial waste disposal service. A separate system is in place for the reclamation of solder dross, spent solder paste, empty paste containers, all paper wipes containing spent solder paste and disposable gloves used in the manufacturing process. Immediately after use, these items are placed into a specially labeled hazardous waste container located directly adjacent to the point of use. When this container is full, the contents are transferred into steel drums, which are sealed and kept in a controlled location inside the CCSI premises until shipped via a licensed hazardous waste carrier chosen by Alpha Fry Group, for processing at the Alpha Fry Group EPA certified reclamation plant.

10. Prior Ownership of Facilities

CCSI has no documentation or accurate knowledge as to the ownership of the premises located at 2512 Wisconsin Ave, Downers Grove, or the premises located at 2431 Curtiss St. prior to CCSI's occupation of the above mentioned locations.

11. Prior Operators of Facilities

The operator of the building located at 2512 Wisconsin Ave, Downers Grove, prior to December 1992 was Hollister, Inc. The operator of the building located at 2431 Curtiss St, Downers Grove prior to December 1998 was Lovejoy, Inc. Lovejoy used the premises as a machine shop facility secondary to their main location on Wisconsin Ave.

12. To the extent of our knowledge and recollection, CCSI has neither required nor requested any environmental permits from any federal, state or local governmental entity for any Facility located in Downers Grove, IL during the history of its existence.

13. No.

14. Not as yet. Due to changes in recording threshold criteria, CCSI is now required to submit a copy of Form R EPA Toxic Release Inventory, Section 313. This submission is due to the amount of lead contained in the tin/lead solder used in CCSI's manufacturing process. Form R will be submitted to the federal EPA before the due date of July 1, 2002. CCSI uses approximately 300 pounds of lead annually in its manufacturing process. Prior to calendar year 2001, CCSI was not required to report due to minimal usage.

15. To the extent of our knowledge and recollection, CCSI has neither commissioned, nor received, nor taken part in any report or study related to the geology, hydrogeology, air and ground water quality or agronomy at and about any CCSI facility located in Downers Grove, IL during the history of its existence.

16. To the extent of our knowledge and recollection, there have never been any deliberate, accidental or inadvertent releases of any known hazardous material into the environment at or from any CCSI facility, with the possible exception of the occasional and inadvertent sporadic drip of a few grams of solder paste onto the floor adjacent to our stencil printer machine by its machine operator. These drips (usually 4 grams or less) are cleaned up immediately by the machine operator and all residue and cleaning wipes placed into the hazmat container for reclamation.

17. No.

18. No.

19. The only known soil excavation to occur during the existence of CCSI occurred at the 2431 Curtiss St, Downers Grove location in late summer 1998, prior to CCSI's relocation to that facility. This excavation, namely a trench measuring approximately fifty feet long by two feet wide by two feet deep, located inside the building was dug in order to facilitate the placement of additional plumbing and sewer for a lunchroom and two additional bathrooms for the facility. This excavation was made and subsequently filled in by agents of the landlord, the majority of the excavated soil was returned was returned to its original location, and the excavated area was sealed up under a fresh layer of concrete. The removed soil was not believed to have contained any hazardous materials, so no tests were made to this soil.

20. Since its organization in 1992, CCSI has used no chlorinated solvents or cleaners in its manufacturing process. However, there have been some chlorinated cleaning products of household cleaning nature and strength used for general office cleaning within the CCSI facility by CCSI employees and CCSI –contracted cleaning service organizations. These chemical agents are used in accordance with and are exempted from any usage reporting under the EPA TRI inventory EPCRA section 313.
21. All non-hazardous solid waste generated by both CCSI facilities located in Downers Grove, IL since its organization in 1992 has been removed from the CCSI facilities by Browning Ferris Industries of Illinois, Inc or their designated agents. All solid waste containing hazardous waste is removed from the CCSI facility by Alpha Fry Metals of Altoona, PA via their designated agent. (Records attached.)

INDUSTRIAL BUILDING LEASE

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

TERM OF LEASE		Above Space for Recorder's use only
BEGINNING	ENDING	
7-1-98 Or As Soon Thereafter As An Occupancy Permit Issues	6-30-05 Or Seven Years After Beginning Of Lease	10,285
MONTHLY RENT	DATE OF LEASE	
\$7,830.00* Plus the amount agreed in Paragraph 36.		LOCATION OF PREMISES 60515 2429-31 Curtiss Street, Downers Grove, IL An Industrial Building Containing 13,920 Sq. Ft.
PURPOSE		
Conducting Lessee's Business, office and electronics assembly.		

LESSEE

CONTEMPORARY CONTROL
NAME • SYSTEMS, INC.
ADDRESS • 2429-31 CURTISS ST.
CITY • DOWNERS GROVE, IL 60515

LESSOR

NAME • SPRUCE BUILDING, LLC
ADDRESS • 2301 CURTISS STREET
CITY • DOWNERS GROVE, IL 60515

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. **RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, ^{rent payment to begin 10/1/98} monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.
2. **CONDITION AND UPKEEP OF PREMISES.** Lessee has examined the architectural plans to be used for the construction of the premises, they are attached hereto as Schedule A and acknowledges that after they have been constructed according to these plans he will receive them in good order and repair, subject to final inspection and acceptance by Lessee. Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Lease at Lessee's expense, and ~~will without injury to the roof, remove all snow and ice from the same~~

~~when necessary, and will remove the snow and ice from the sidewalk abutting the Premises;~~ and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

3. LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT. Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had,*and Lessee will not permit any transfer by operation of law of the interest in Premises acquired through this lease, and will not permit Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. *Lessor's consent not to be unreasonably withheld,

4. MECHANIC'S LIEN. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

5. INDEMNITY FOR ACCIDENTS. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provision hereof.

6. NON-LIABILITY OF LESSOR. Except as provided by Illinois stature, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts ~~or neglect~~ of any owners or occupants of adjacent or contiguous property.

7. WATER, GAS AND ELECTRIC CHARGES. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

8. KEEP PREMISES IN REPAIR. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith,*and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor. *except as noted in Paragraph 25,

9. ACCESS TO PREMISES. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

10. ABANDONMENT AND RELETTING. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

11. HOLDING OVER. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of FIVE HUNDRED Dollars (\$500.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

12. EXTRA FIRE HAZARD. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

13. DEFAULT BY LESSEE. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, ~~and shall have a valid and first lien upon all personal property which Lessee now owns,~~ or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

14. NO RENT DEDUCTION OR SET OFF. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

15. RENT AFTER NOTICE OR SUIT. It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

16. PAYMENT OF COSTS. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

17. RIGHTS CUMULATIVE. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

18. FIRE AND CASUALTY. In case the Premises shall be rendered untenable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or casualty.

19. SUBORDINATION. This lease is subordinate to all mortgages which may now or hereafter affect the Premises.

20. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

21. SEVERABILITY. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

22. Fire and Extended Coverage Insurance Rates.

If Lessee's use increases the premium for fire insurance or any other insurance according to the Illinois Inspection and Rating Bureau or any other rating organization, then and in that event the Lessee agrees to pay said additional premium to the Lessor immediately upon Lessor's submitting a bill to Lessee for such increase.

23. Liability Insurance.

Lessee shall at its sole cost and expense procure and maintain liability insurance in full force and effect during the term of the lease in form and in insurance companies licensed to do business in the State of Illinois. Such policies or policy shall provide insurance for all claims or damages arising out of or from any accident or other occurrence resulting in bodily injury, death, and damage to property, on or about the Premises, passageways and roads adjoining whether occasioned by neglect or omission of the Lessee or anyone at any level who perform work for the Lessee.

Certificates of insurance naming Lessor as additional insured evidencing that at least the following kinds and limits of liability insurance are in full force and effect and, if canceled at a later date, ten (10) days' advance written notice shall be mailed to the Lessor.

<u>KIND</u>	<u>LIMITS OF LIABILITY</u>
Comprehensive General Liability	\$1,000,000.00
Bodily injury including death therefrom	\$ 300,000.00 each person \$1,000,000.00 each occurrence
Property Damage	\$ 300,000.00 each accident \$ 300,000.00 in the aggregate for all accidents

Notwithstanding anything herein contained to the contrary, it is specifically understood and agreed that the Lessee hereby releases Lessor and Lessor hereby releases Lessee from any claims which either party may have against the other, to the extent of recovery of insurance proceeds for any loss, damage or injury, irrespective of the degree of negligence on the part of either the Lessee or Lessor.

24. Real Estate Tax. In addition to monthly rental, Lessee agrees to pay their prorated share of any increase (if any) in the real estate tax bill levied in excess of \$0.90 per square foot, based on the entire area of the building in which the leased premises are located. Lessor's said pro-rata share shall be based upon the ratios that the square footage of the leased premises bears to the entire building in which the leased premises are located. The Lessee's liability shall also apply to extensions of the original lease term, if any, and sums due, if any, shall be paid to the Lessor within 15 days after receipt by Lessee of copies of tax bills evidencing such increases.

25. Maintenance by Lessor. During the term of this lease and any extension thereof, Lessor covenants and agrees to cause the Premises to be adequately equipped with facilities for hot and cold water, gas, electricity and HVAC units. Further, Lessor covenants to:

- (a) Maintain the landscaping and do snow removal;
- (b) During the term of this lease, make necessary repairs or replacements to the roof, supporting members, exterior walls of the building and underground utilities and plumbing serving the premises;

provided, however, in each case, that Lessee, upon Lessee's actual discovery of any such defect, promptly and diligently shall have given Lessor written notice thereof.

26. Quiet Enjoyment. Lessor represents that it has the full right, power and authority to enter into this lease for the term herein granted and that, it will deliver possession of the Premises free and clear of all rights of others. Lessor further covenants that, upon paying the rent provided for herein, and upon performing the covenants and agreements of this lease to be performed by Lessee, Lessee will have, hold, and enjoy quiet and peaceful enjoyment and possession of said Premises, and that Lessor shall warrant and defend Lessee in the peaceful and quiet enjoyment of said demised Premises against the claims of all persons throughout the term of this lease and any extension thereof, except claims of third parties claiming by, through or under this lease, or arising through or by reason of acts or conduct of the Lessee.

27. Waiver of Subrogation. Each of the parties hereby waives any and all rights of recovery against the other or against any other tenant or occupant of the building, or against the officers, employees, agents, representatives, customers and business visitors of such other party or of such other tenant or occupant of the building, for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of fire insurance policy with all permissible extension endorsements covering additional perils or under any other policy of insurance carried by such waiving party in lieu of such fire policy.

28. Parking Area. Lessee agrees to conform with any reasonable rules and regulations Lessor may establish from time to time in connection with parking area and driveways.

29. Decorating. Lessee at its own expense will do any additional interior decorating Lessee deems necessary.

30. Janitorial Service and Garbage Removal. Lessee at its own expense shall provide its own janitorial service and garbage removal.

31. Signs. Lessee at its own expense shall install signs in only places designated, and of material, size and shape approved by Lessor. Lessor will provide at its expense sign identifying Lessee at main marquee sign.

32. Notice. Notices or other writings which either party is required to, or may wish to send to the other in connection with this lease, shall be in writing and shall be delivered personally or sent by U.S. Registered or Certified Mail, return receipt required, addressed as follows:

(a) If to Lessor: SPRUCE BUILDING, LLC
2301 CURTISS STREET
DOWNERS GROVE, ILLINOIS 60515
Agent: LOPATA & COMPANY
NED LOPATA
5103 CHASE STREET
DOWNERS GROVE, ILLINOIS 60515
(630) 963-2334

(b) If to Lessee: CONTEMPORARY CONTROL SYSTEMS, INC.
2429-31 CURTISS STREET
DOWNERS GROVE, IL 60515

or to such other addresses as either party from time to time designate in a written notice to the other. A notice served by mail shall be deemed to be served on the date when such notice is deposited in the United States Mails.

33. Chair and Floor Pads. Lessee is required to place under every chair that has rollers or casters an appropriate chair and floor mat thereby protecting the carpet from the excessive wear caused by rollers or casters.

34. Security Deposit. The Lessee has deposited with the Lessor the sum of SEVEN THOUSAND EIGHT HUNDRED THIRTY AND NO/100 (\$7,830.00) DOLLARS as security for the full and faithful performance by the Lessee of all the terms of this lease required to be performed by the Lessee. Such sum shall be returned to the Lessee after the expiration of this lease, provided the Lessee has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Lessor shall have the right to transfer such security to the purchaser to be held under the terms of this lease and the Lessor shall be released from all liability for the return of such security to the Lessee.

35. Option to Renew. Lessee shall have the option at the end of this Lease term to continue said Lease for an additional five (5) year period at a rental at the market rental at the time. Lessee shall give Lessor ninety (90) days written notice of its intention to exercise said Lease Option.

36. Improvements. The premises are to be improved according to the architectural plans drawn by Ted Feifar attached hereto as Schedule A. These improvements will be built in conformity with the local building codes and ordinances, in a good and workmanlike quality, at least equal to that quality that exists in the other tenants offices in this building. Janar Corporation will act as the General Contractor and Lessee will have the right to supply competitive bids from subcontractors. Lessor will contribute \$155,000.00 to accomplish this construction. If the Schedule A improvements are less than \$155,000.00, the remainder of that sum may be used first for Lessee's move-in expenses and then for accrued rent before October 1, 1998. This amount, together with the rent that accrues between the beginning of the lease, when the occupancy permit issues, and September 30, 1998, will be added to the base rental paid by Lessee. These costs will be amortized over the seven (7) years of the lease at 8 1/2% interest.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 8 pages numbered 1 to 8, including a rider consisting of 4 pages, identified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written.

CONTEMPORARY CONTROL SYSTEMS, INC.

SPRUCE BUILDING, LLC

By: George M. Thomas, President

By: [Signature] (SEAL)

George M. Thomas

Please print or type name(s)
below signature(s).

(SEAL)

(SEAL)

ASSIGNMENT BY LESSOR

On this _____, 19_____, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 19_____.

(SEAL)

(SEAL)

GUARANTEE

On this _____, 19_____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

(SEAL)

(SEAL)

State of Illinois, County of _____ ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS
SEAL
HERE

personally known to me to be the same person __ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that __ he __ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this _____ day of _____, 19_____.

Commission expires _____, 19_____

Notary Public

TENANT ESTOPPEL LETTER AND NOTICE OF LEASE ASSIGNMENT

November 11, 1997

2512 Wisconsin Avenue

Downers Grove, Illinois 600515

Phoenix Home Life Mutual Insurance Company ("PHL")
c/o Phoenix Realty Securities, Inc.
38 Prospect Street
P.O. Box 150479
Hartford, CT 06115-0479
Attention: _____

RE: Lease between Park Investors Venture I as Lessor, and
Contemporary Control Systems, Inc., as Lessee.

Gentlemen:

The undersigned hereby acknowledges receipt of a copy of an Absolute Assignment of Rents and Leases (the "Assignment") to be executed by Park Investors Venture I and, assigning to you all Lessor's right, title and interest in and to all leases pertaining to the premises described on Exhibit A attached hereto (the "Property"), including the lease between the undersigned and Contemporary Control Systems, Inc. dated (hereinafter called the "Lease," which term shall include the amendments thereto and guarantees thereof, if any). We understand that the Assignment will be given as security for the payment of a certain Promissory Note to be made by Park Investors Venture I in favor of you.

In connection therewith, the undersigned hereby acknowledges and agrees as follows:

1. All rental payments under the Lease shall be paid as therein provided until we have been otherwise notified by you or by your successors and assigns.
2. No cancellation, modification, assignment, renewal, extension or prepayment of more than one month's rent shall be made without your prior written consent.
3. You and your successors and assigns assume no liability or obligations under the Lease, or any extension or renewal thereof, either by virtue of the Assignment or any receipt or collection of rents under the Lease.
4. We took possession of the demised Premises on January 1, 1993, and have paid rent commencing on January 1, 1993, and all rent due under the Lease without any abatement whatsoever has been paid for the period ending on October 31, 1997.
5. The current monthly rental amount is \$ 4,200.00.
6. The security deposit is \$ 7,200.00.

7. The term of the Lease commenced on January 1, 1993 and terminates on December 31, 1998.
8. We will deliver to you a copy of all notices of default we serve on or receive from Lessor. The undersigned is not the subject of any insolvency or bankruptcy proceeding.
9. The improvements described in the Lease have been constructed in accordance with the plans and specifications therefor and have been accepted by us.
10. The Lease is in full force and effect, no rental has been paid more than thirty (30) days before the due date and we have no unsatisfied claims against Lessor.
11. The only amendments to the Lease are those dated: October 23, 1995.
12. We will not look to you or your successors or assigns for return of the security deposit, if any, under the Lease unless Lessor has deposited the same with you.
13. To the best of our knowledge, there is no contamination of the Property by Hazardous Substances, and we do not use and have not disposed of Hazardous Substances in violation of environmental laws on the Property.
14. You are hereby given the right to cure Lessor's defaults within thirty (30) days after receipt of written notice by the undersigned of Lessor's failure to do so; provided, however, that said thirty (30) day period shall be extended (i) so long as within said thirty (30) day period you have commenced to cure and are proceeding with due diligence to cure said defaults, or (ii) so long as you are proceeding with a foreclosure action against Lessor and will proceed with due diligence to cure said defaults upon the resolution of said foreclosure action.

The terms "Lessor" and "Lessee," as used herein, shall be deemed to mean "Landlord" and "Tenant" respectively if they are so called in the Lease.

The statements herein contained are made for the purpose of inducing you to disburse the proceeds of the Loan evidenced by the Promissory Note hereinabove described and may be relied upon for such purpose by you and your successors and assigns.

Yours very truly,

George M. Thomas
George M. Thomas
By: George M. Thomas
Its: PRESIDENT

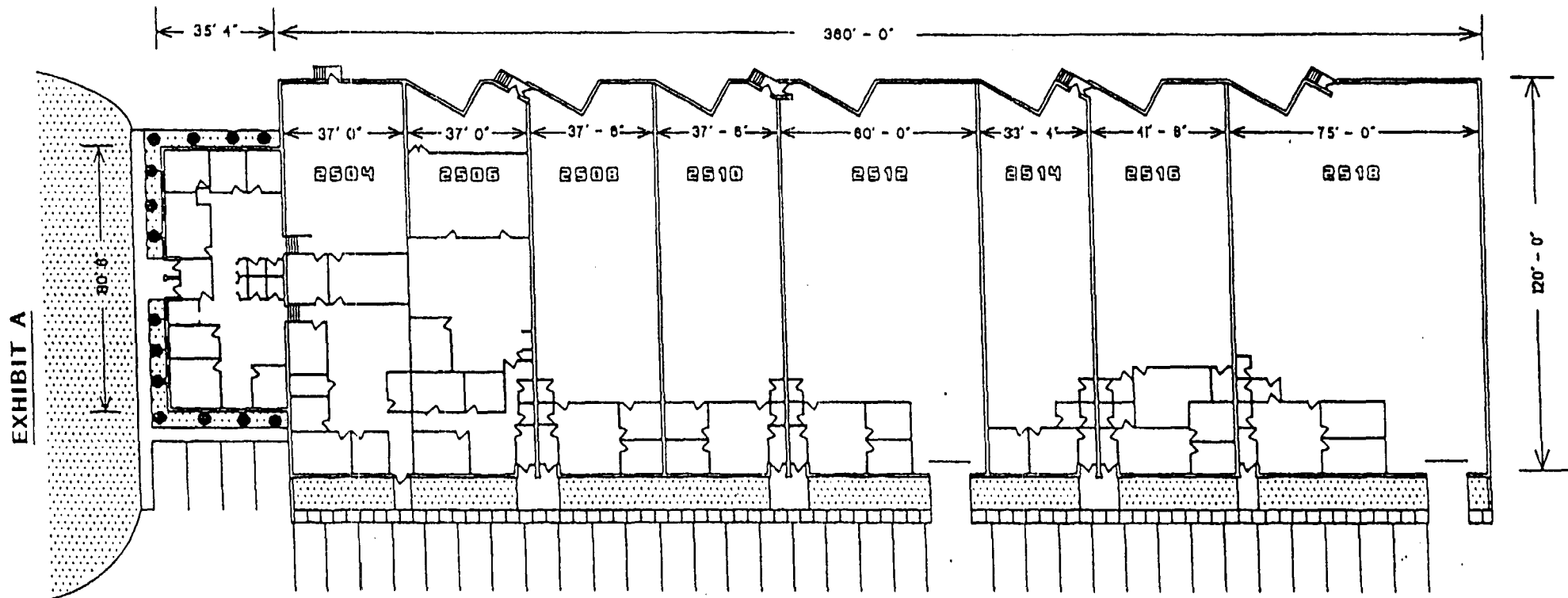
ATTEST:

By: _____

Its: _____

(Impress corporate seal here)

2500 - 2518 WISCONSIN AVENUE, DOWNERS GROVE, ILLINOIS



**MULTICORE CANADA INC.
SECURE PROGRAM / SHIPPING DETAILS**

APPEND.C

COMPANY: MULTICORE CANADA **FAX#:** 1-514-645-7574
ATTENTION: ISABELLE MENARD **FROM:** CONTEMPORARY CONTROL SYS
JOHN MAGAGNINI

DATE: 11-12-98

DATE OF QUOTE: 11-Nov-98
QUOTE REF. # 10252
DATE OF PURCHASE: 11-Nov-98
P.O. #: 10252
OUR ACCOUNT # 4153

ESTIMATED QUANTITY: 800 LB
ALLOY TYPE: S63P37 **TIN/LEAD**
ALLOY CODE: T/L-60

	# OF	GROSS	TARE	NET	
<u>PAIL(S)</u>	<u>11</u>	<u>800</u>	_____	_____	LB
DRUM(S)	_____	_____	_____	_____	LB
SKID(S)	_____	_____	_____	_____	LB
_____	_____	_____	_____	_____	LB
TOTAL					LB

FREIGHT CARRIER:ABF**EST. DATE OF SHIPMENT**11-12-98**READ CAREFULLY!!!!**

PLEASE RETURN BY FAX A.S.A.P THIS SHIPMENT DETAILS FORM.

THE ABOVE P.O.# APPLIES ONLY TO THE ITEM SPECIFIED ON THE PURCHASE
CONTRACT. MULTICORE RESERVES THE RIGHTS TO CHARGE PENALTIES FOR DISPOSAL OF
ANY OTHER ITEMS WHICH COULD BE FOUND IN THE CONTAINERS.

John Magagnini
JOHN MAGAGNINI

COPY REQUIRED TO: **SHIPPING DEPT:** **MSI (ZACH GRAY) & MCI (N. MITCHELL)**

**MULTICORE CANADA INC.
SECURE PROGRAM / PURCHASE**

APPEND.B

COMPANY:	CONTEMPORARY CONTROL SYS	FAX#:	630-963-0109
		TEL:	630-963-7070#118
ATTENTION:	JOHN MAGAGNINI	FROM:	ISABELLE MENARD
		TEL:	514-645-2375 #236
DATE OF QUOTE:	11-Nov-98		800-363-0495 #236
QUOTE REF. #	10252	FAX:	514-645-7574
DATE OF PURCHASE:	11-Nov-98		
P.O. #:	10252		
YOUR ACCOUNT #	4153		

**WE ARE PLEASED TO CONFIRM THE PURCHASE OF YOUR METAL AS PER CONDITIONS
HEREUNDER SPECIFIED:**

ESTIMATED QUANTITY:	800 LB
ALLOY TYPE:	S63P37 TIN/LEAD
ALLOY CODE:	T/L-60
METAL TYPE:	SKIMMINGS
PRICE:	0.80 /LB
CURRENCY:	US DOLLARS
PAYMENT TERMS:	30 WORKING DAYS AFTER RECEPTION OF METAL AT MULTICORE.
FREIGHT:	ABF TRANSPORT
	<u>PLEASE USE OUR ATTACHED SHIPPING FORM ONLY.</u>

READ CAREFULLY!!!!

PLEASE RETURN BY FAX A.S.A.P ATTACHED SHIPMENT DETAILS FORM.

**THE ABOVE P.O.# APPLIES ONLY TO THE ITEM SPECIFIED ON THIS PURCHASE CONTRACT.
MULTICORE RESERVES THE RIGHTS TO READJUST THE PRICE AS PER METAL RECOVERED OR CHARGE
YOU PENALTIES FOR DISPOSAL OF ANY OTHER ITEMS WHICH COULD BE FOUND IN THE CONTAINERS.
(PLEASE MAKE SURE ALL THE CONTAINERS ARE CLOSED)**


ISABELLE MENARD

COPY SENT TO:

Z-TECH	TOM JURA	773-631-2481
REGIONAL MANAGER:	TONY PRZANO	817-329-3641
DISTRICT MANAGER:	TOM BARO	815-836-8920
ACCOUNTING DEPT:	MCI	



ABFS

ABF FREIGHT SYSTEM, INC.
P.O. BOX 48
FORT SMITH, AR 72902
(500) 346-3617

PLACE PRO LABEL HERE

LEAVE THIS COPY
WITH SHIPPER

SHIPMENT IDENTIFICATION NO.

TO:
CONSIGNEE MULTICORE SOLDERS INC.

TRAILER NUMBER

B/L DATE

On Contract or Delivery documents, the letters "COD" must appear before acceptance of cargo or as otherwise provided in Item 430, Sec. 1.

STREET 1751 Jay Ell Drive
DESTINATION
CITY/ST/ZIP Richardson, Texas 75081

ROUTE

FROM:
SHIPPER

SPECIAL INSTRUCTIONS

STREET
ORIGIN
CITY/ST/ZIP

SHIPPER'S INTERNAL DATA

FOR PAYMENT, SEND BILL TO:

NAME GAUTHIER NON FERROUS PRODUCTS, INC.
STREET 12,320 April
CITY/ST/ZIP Montreal, Quebec H1B 5N5

NO. SHIPPING UNITS	H/M *	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS (CODE)	WEIGHT (POUNDS TO ONE)	RATE	CHARGES
		CONTENT			
		SOLDER SCRAP			
		CLASS # 55			

REMIT C.O.D. TO

C
O
D

COD AMT: \$

CARRIER MUST COLLECT CASH OR CERTIFIED CHECK UNLESS
SHIPPER SIGNS HERE TO ACCEPT COMPANY CHECK

CO. CK. O.K.

COD FEE
\$

PREPAID ☐
COLLECT ☐

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing
the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not
exceeding

\$

PER

Subject to Section 7 of conditions, if this shipment is to be delivered
to the consignee without recourse on the consignor, the consignor shall
sign the following statement:
The carrier shall not make delivery of the shipment without payment
of freight and all other actual charges.

TOTAL
CHARGES \$

FREIGHT CHARGES ARE COLLECT
UNLESS MARKED PREPAID

CHECK BOX IF PREPAID ☐

(Signature of Consignor)

RECEIVED subject to the classifications and tariffs (and tariffs in effect on the date of the issue of this bill of lading) the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown)
marked, packaged, and delivered as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to the place
named at delivery at said destination, if on its route otherwise to deliver to another carrier on the route to said destination if it is mutually agreed as to each carrier of all or any of said property, over all or any portion of said route to destination and to
maintain liability at any time involved in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions on the back hereof in the governing classification at the date of shipment.
Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

SHIPPER

CARRIER

ABF FREIGHT SYSTEM, INC.

PER (SIGNATURE REQUIRED)

PER

DATE

* Mark with "X" or "RC" if appropriate to designate Hazardous Materials or Hazardous Substances as defined in the Department of Transportation Regulations governing the transportation of hazardous materials.
The use of this column is an optional method for identifying hazardous materials on bills of lading per Section 172.201 (a) (1) (ii) of Title 49 Code of Federal Regulations. Also, when shipping hazardous
materials, the shipper's certification statement provided in Section 172.204 (a) of the Federal Regulations as indicated on this bill of lading, does not apply unless a specific description from the requirement is
provided in the Regulations for a particular material.

REV 10-91



Metal Receiving Report

Alpha/Fry Metals

4100 Sixth Ave. Altoona, PA 16602

(814) 946-1611

R049466

4/29/01

Date 03/29/01	P.O. Number 120065 OM	Delivering Carrier	Prepaid	Collect X	Freight \$ Amount	
Type	Alpha	Fry ** Fry **	Weighted by	Shippers weight gross or net		
Received From 138884 TECHNIMARK/CONTEMPORARY CONTROL 720 INDUSTRIAL DR. SUITE 111 CARY IL 60013 USA			Truck scale weight		lbs. gross	
			Check box if other material is on with this weight		lbs. tare	
					lbs. net	
ITEM	PHYSICAL DESCRIPTION	W.L.P. CODE	METAL DESCRIPTION	G-WT	EST. TARE	EST. NET-WT
1.000	11 PAILS/ISKD F3R FAIR	100508	RCH Pot Skins > 50% M	1435	68	1367
2.000 B	2 DRUMS/LIDS/ISKD H5 RED	100506	RCH Solder Paste	425	140	285
B-slip						
Location in Plant SMELT F3R FAIR		Sampling Method		Manifested lead Yes <input type="checkbox"/> No <input type="checkbox"/>		
Who Checked the Material in Receiving?		Who Checked the Material in Smelting?		If yes, forward manifest to Loss Prevention		
Other Comments		Metals Deficiency Report?				

CONSOLIDATED FREIGHTWAYS				CONSIGNEE COPY		INVOICE NUMBER	
EQUIP. NUMBER	DATE	ORIGIN	CPWY	ADVANCE	DESTINATION	BEYOND	REFER TO THIS NUMBER
SP 07-55931	3/20/70	SLGS	DASH		ALJ		560-432762
ALPHA FRY RELOCATION				SHIPPER'S NUMBER		560-432762	
ALPH 55X1H 60				ISN# NONE		ALT	
PA 10000, PA 16502				1004 120025		ROUTE (ARRIVAL FROM DATE & NO. JUNCTIONS)	
SHIPPER				INVOICE NUMBER, I.C.		F2V	
CONTAINER NO. 560-432762				BL TO			
2431 LARLASS ST				WEIGHT (LBS)		TOTAL CHARGES	
LAWRENCE GROVE, IL 60515				RATE			
2				1200		254.88	
				21.24		173.32	
BKID 1136440 54 (L60 155)				1200		3.00	
INCENTIVE						84.56 COL	
FUEL SURCHARGE 3.50% JCA-32							
MIN							
TOTAL							
INVOICE NOT PAID WITHIN CREDIT PERIOD SUBJECT TO LATE PAYMENT CHARGE							
15							



Metal Receiving Report

55870 OV

Alpha/Fry Metals
4100 Sixth Ave. Altoona, PA 16602
(814) 946-1611

R046633

Date 06/14/00	P.O. Number 111116 OM	Delivering Carrier	Prepaid	Collect X	Freight \$ Amount	
Type	Alpha	Fry * * Fry * *	Weighted by	Shippers weight gross or net		
Received From 115110 Technimark* 720 Industrial Drive Suite #111 Cary IL 60013 USA			Truck scale weight Dwt 7120		lbs. gross lbs. tare lbs. net	
Check box if other material is on with this weight <input type="checkbox"/>						
ITEM	PHYSICAL DESCRIPTION	W.I.P. CODE	METAL DESCRIPTION	G-WT	EST. TARE	EST. NET-WT
1.000 B	11 pairs on 1 skid	100508	RCM Pot Skims > 50% A	1190	78	1112
2.000 B	2 drums	100506	RCM Solder Paste	306	100	206
Location in Plant smelting a41 1e		Sampling Method		Manifested lead Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, forward manifest to Loss Prevention		
Who Checked the Material in Receiving?		Who Checked the Material in Smelting?		Metals Deficiency Report?		
Other Comments						

LIMITED FREIGHTWAYS		CONSIGNEE COPY			INVOICE NUMBER	
DATE	ORIGIN	CFWY	ADVANCE	BEYOND	DESTINATION	OFFER TO THIS NUMBER
5/31/00	SCB	7250			ALT	854-457030

A FRY RECLAMATION

100 SIXTH AVE
ALTOONA, PA 16602

CFY

PLS

SHIPPER'S NUMBER

SN# NONE

PO# 111116

ALT

INVOICE NUMBER ***

854-457030

ROUTE (CARRIERS, PO DATE & NO. JUNCTIONS)

Fry

SHIPPER
CONTEMPORARY CONTROLS2431 CURTISS ST
DOWNERS GROVE, IL 60515

# PCS	HM	DESCRIPTION OF ARTICLES AND MARKS	WEIGHT (LBS)	RATE	TOTAL CHARGES
2		SKIDS SOLDER DROSS (55)	900		
		RATED AS WEIGHT	1000	21.24	212.40
		INCENTIVE			142.90
		FUEL SURCHARGE 3.50% JC4-18			
		MIN			3.00
2		TOTAL	900		72.50 COL
** INCENTIVE APPLIED IS SUBJECT TO PUBLISHED MINIMUM CHARGE EXCLUDING ACCESSORIAL CHARGES					

<input type="checkbox"/> INSIDE DEL <input type="checkbox"/> CONSTRUCTION SITE <input type="checkbox"/> REDEL <input type="checkbox"/> SORT - PCS <input type="checkbox"/> LIFT GATE <input type="checkbox"/> DETENTION TIME: START _____ END _____	<input type="checkbox"/> YES <input type="checkbox"/> NO OTHER _____
--	--

DUPLICATE 04-417-0260

LEAVE THIS COPY WITH CONSIGNEE

 CONSOLIDATED FREIGHTWAYS CORP. OF DEL 804
 CONSOLIDATED FREIGHTWAYS
 P.O. Box 4488
 Portland, Oregon 97208-4488

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